

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

In re:	§	Chapter 11
	§	
Tuesday Morning Corporation, <i>et al.</i> ,	§	Case No. 23-90001
	§	
Debtors.	§	Jointly Administered
	§	

**LIMITED OBJECTION, RESERVATION OF RIGHTS, AND JOINDER OF
PCDF LAKE AIR, LLC TO PROPOSED CURE AMOUNT FOR
POTENTIAL ASSUMPTION AND ASSIGNMENT OF LEASE (RE:
DOCKET NO. 662)**

PCDF Lake Air, LLC (“PCDF”) files this limited objection and reservation of rights regarding the *Debtors’ Notice to Counterparties to Potentially Assumed Executory Contracts and Unexpired Leases Regarding Cure Amounts and Possible Assignment to the Stalking Horse Purchaser or Such Other Successful Bidder at Auction* (“Notice”) (Docket No. 662), and in support thereof would respectfully show to the Court the following.

LIMITED OBJECTION AND RESERVATION OF RIGHTS

1. PCDF is a lessor to the Debtor(s) with respect to Location No. 151, 8811 Gaylord Drive, Ste 200, Houston, TX 77024.
2. Under Code §365, the assumption and assignment of the Lease is conditioned on, among other things, paying all amounts due and owing under the Lease through the effective date of its assumption and assignment.
3. At this time, PCDF does not object to the Listed Cure. However, PCDF expressly reserves its right to revise this objection and/or assert additional cure arising under the terms of the Lease between the date of this pleading and the effective date of any assumption and assignment of the Lease. Such cure includes unpaid pre- and/or post-petition rent and other charges; unbilled

amounts for any year-end adjustments or reconciliations of common area maintenance charges, taxes and the like; any non-monetary defaults; any insurance or indemnification obligations; and interest, attorneys' fees, and costs as appropriate.

4. PCDF further reserves and preserves any and all rights to object to assumption and assignment of the Lease on any grounds, including but not limited to providing adequate assurance of performance in accordance with the heightened standards required by Code § 365(b)(3) relating to shopping center leases.

JOINDER

5. To the extent, not inconsistent with this Objection, PCDF hereby joins in the objections and responses to the Notice asserted by other lessors and/or parties in interest.

REQUESTED RELIEF

WHEREFORE, PCDF requests that the Court enter an Order (a) establishing the actual cure that includes the Listed Cure plus any accrued rent or other charges, adjustments, and reconciliations; (b) requiring Debtors and/or the approved purchaser to cure any additional defaults that may occur under the Lease between the date of this pleading and the effective date of any assumption and assignment; (c) requiring Debtors to ensure that the Reorganized Debtors and/or approved purchaser be expressly responsible and liable for the payment of any charges that come due under the Leases post-assumption and assignment period; otherwise ensuring compliance with Code §365 including especially Code §365(b)(3); and (e) granting PCDF all other and further relief to which it may be justly entitled.

Dated: April 7, 2023

Respectfully submitted:

WEYCER, KAPLAN, PULASKI & ZUBER, P.C.

By: /s/ Jeff Carruth

JEFF CARRUTH (TX SBN: 24001846)

24 Greenway Plaza, Suite 2050

Houston, Texas 77046

Telephone: (713) 341-1158

Facsimile: (713) 221-3732

E-mail: jcarruth@wkpz.com

ATTORNEYS FOR
PCDF LAKE AIR, LLC

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was served on April 7, 2023 by electronic notice to all ECF users who have appeared in this case to date.

/s/ Jeff Carruth

JEFF CARRUTH